

Operational Agreement Between IOLERO and the Sonoma County Sheriff's Office

A. Intent & Purpose

The purpose of this document is to memorialize the operational agreement between the Independent Office of Law Enforcement Review and Outreach (IOLERO) and the Sonoma County Sheriff's Office (the "parties") in regards to the audit of complaints and investigations. Both parties recognize changes or adjustments to this agreement may be made. However, this document will serve as the most current agreement, until amended, pursuant to Sonoma County Code Chapter 2, Art. XXVII, Sec. 2-394(d) (IOLERO Ordinance No. 6333). The provisions of the Ordinance are incorporated in this agreement by reference as if fully set forth herein, and it is understood and agreed between the parties that in all instances, the parties shall abide by all applicable laws in regards to implementing Measure P and in performing the duties specified hereunder.

IOLERO is intended to promote the common interest of the community, the Board of Supervisors and the Sheriff in effective and lawful policing and corrections, and in complete, unbiased administrative investigations, and to facilitate the Board of Supervisors' supervisory responsibility without interfering with the performance of the constitutionally and statutorily designated powers and duties of the Sheriff-Coroner. As such, the parties understand that IOLERO does not have the power or authority to interfere with the Sheriff Office's investigative functions, decide policies, direct activities, or impose discipline on the Sheriff's Office, its officers and/or employees.

B. Cooperation Between Parties

Sherriff's Office and IOLERO each agree that they will act in good faith and cooperatively to allow IOLERO to perform all actions and undertake all investigations as authorized by the terms of County Code Chapter 2, Art. XXVII, as it is in effect pursuant to its terms and, as may be modified by amendments thereto, limitations or expansions thereto by operation of generally applicable law, or the judgment of any court of competent jurisdiction ("Operative Provisions"). Neither party will interfere with the performance of the powers and duties the other party under currently applicable law and County Ordinance in any manner prohibited by law or inconsistent with the terms hereof, nor shall either party take any actions related to the matters set forth in this Agreement inconsistent with applicable law.

C. Legal Mandates & Compliance

Meaningful independent law enforcement review can further common goals to increase government accountability and transparency, enhance public safety, and build community trust in law enforcement. The parties understand, however, that such review can intersect with existing laws requiring confidentiality that may limit the access to, and

disclosure of, certain information. Therefore, notwithstanding other provisions of this agreement, the parties understand and agree that the parties will:

1. Comply with all Operative Provisions of Sonoma County Code Chapter 2, Art. XXVII, Sec. 2-394(d) (IOLERO Ordinance No. 6333).
2. Comply with California Government Code sections 3300 through 3313 (the Public Safety Officers Procedural Bill of Rights Act)
3. Comply with Penal Code sections 832.5 et. seq., including but not limited to those pertaining to peace officer investigations and interrogations, and ensure the confidentiality of personnel matters as required by law; IOLERO is an office specifically designated to receive and review complaints under Penal Code section 832.5 and, as such, has access to confidential peace officer records; and
4. Comply with all applicable state and federal laws and regulations pertaining to confidentiality and privilege, including but not limited to, official information, CLETS/CORI information, criminal offender and/or victim information, and
5. Will not disclose any confidential and/or privileged information to anyone not authorized by law to receive it.

In addition, the parties understand and agree that both parties will take all reasonable precautions to protect the confidential material of the other party, and shall not have authority to waive any privileges against disclosure of such materials held by each other, or by the County of Sonoma generally, without proper consent. Each party agrees to comply with all applicable state and federal laws and regulations pertaining to material protected by the attorney work product, attorney confidentiality, and attorney-client privilege doctrines, including but not limited to Evidence Code sections 950 through 962, California Code of Civil Procedure section 2018.030, and Business and Professions Code section 6068, as well as litigation and mediation privileges.

D. Procedures

1. Complaints received by IOLERO:
 - a. IOLERO will process the complaint and forward it to the Sheriff's Office for investigation.
 - b. The Sheriff's Office will assign a case number, and determine, in consultation with the IOLERO Director, the allegations to be investigated. The complaint will be placed into the investigative file.
 - c. If the complaint stems from the jail, the Sheriff's Office will determine whether the complaint will go through the complaint or grievance process in accordance with applicable law. The Sheriff's Office will provide IOLERO with notice of which investigative course the complaint will take.
 - d. The Sheriff's Office will send an email to IOLERO providing the case number and the allegations to be investigated.

- e. The Sheriff's Office will assign the case for investigation.
 - f. During the investigative process, the IOLERO Director may contact the Sheriff's Office for periodic updates or access Sheriff's Office records to monitor the investigation's progress.
 - g. Once the investigation has concluded, the Professional Standards Lieutenant will review it to ensure it is complete and forward it up the chain of command for approval.
 - h. Once the case receives final disposition, the Sheriff's Office will advise IOLERO the case is complete and ready for audit and will provide a digital copy of the investigation, which shall include reference to all evidence that was considered in the investigation. In auditing the Sheriff's Office's investigation of the complaint, the IOLERO Director and IOLERO staff shall have access to information as set forth in the Operative Provisions of County Code Chapter 2, Art. XXVII as modified or restricted by applicable law or judgment of a court of competent jurisdiction.
 - i. At the conclusion of each case audit, IOLERO may provide any advice and/or recommendations to the Sheriff's Office in an individual case-specific audit report. Individual case specific audit reports are confidential to the extent provided by law. The IOLERO Director may further advise if an investigation appears to be incomplete, biased, or otherwise deficient, and recommend further review, and/or propose independent recommendations or determinations regarding investigations. Such recommendations may be made public on a summary level in the annual report, but such summaries shall not include personally identifying information.
 - j. All audits submitted to the Sheriff's Office by IOLERO are preliminary drafts. The Sheriff's Office may respond in writing to IOLERO within three weeks if the Sheriff's Office feels that the audit includes information that is erroneous or incomplete. If the Sheriff's Office does not respond within three weeks, the audit will become final. If the Sheriff's Office responds in writing, IOLERO will consider the Sheriffs' Office's comments and either submit a modified final audit, or reaffirm the preliminary draft at which time it will become final. After IOLERO's audit becomes final, the Sheriff's Office may submit a written response to the final audit within three weeks.
2. Complaints received by the Sheriff's Office.
- a. Complaints received by the Sheriff's Office, or investigations conducted by the Sheriff's Office, are subject to automatic review by IOLERO in mutual coordination and cooperation with the Sheriff's Office as stated in the Operative Provisions.

- b. Investigations shall be forwarded to IOLERO after the Sheriff's Office has completed and approved its administrative investigation. The case will then follow the workflow as described above in 1.c through j.

3. Access to Information.

- a. The IOLERO Director and IOLERO Staff who have successfully completed the POST certified background check will be granted access to the information of the Sheriff's Office, to the extent permitted by law. The IOLERO Staff will have the ability to search all completed citizen complaint investigations and all completed administrative investigations, and shall have the investigatory powers outlined herein to the extent they are consistent with the Operative Provisions of Ordinance No. 6333 and applicable law. IOLERO staff does not include members of the Community Advisory Council ("CAC"), which acts as an independent body.
- b. The Sheriff-Coroner shall cooperate fully with IOLERO by providing direct, unfettered access to information of the Sheriff's Office as set forth in the Operative Provisions of County Code Chapter 2, Art. XXVII, in order to facilitate IOLERO's receipt, review and audit of complaints and investigations, IOLERO's independent investigation of incidents, as well as IOLERO's review of policies, practices, and training; except to the extent such information is created for the purposes of the defense of a claim or lawsuit, or as prohibited by law.
- c. Any information used in the course of the investigation, that is maintained in a database system in a manner that the IOLERO Director or staff cannot gain direct access will be attached to or referenced in the investigative file in AIM. Access to information to which IOLERO is entitled access by the operative terms of County Code Chapter 2, Art. XXVII that is retained in database systems to which IOLERO cannot gain direct access shall be provided to IOLERO by the Sheriff's Office, subject to the limitation that any information to which IOLERO is prohibited by law from obtaining shall not be provided by the Sheriff's Office. Further, the Sheriff's Office shall not be required to take any action that would constitute a violation of the terms of its valid and enforceable agreements with third parties with respect to providing IOLERO access to information retained by third parties, such as by granting IOLERO direct access to restricted third-party databases.

4. Custodian / Records Maintenance

- a. The IOLERO Director is not the custodian of records for peace officer personnel files; such authority rests solely with the Sonoma County Sheriff's Office. The IOLERO Director shall maintain records in accordance with Penal Code Section 832.5, 832.7, and 832.8. Any records maintained by IOLERO do not constitute a part of a peace

- officer's personnel file, and shall not be deemed as such.
- b. IOLERO and the Sheriff's Office understand that the disclosure of investigative personnel records and/or BWC records may have a significant impact on current or former unit members and their families. In order to give affected current and former employees and their families adequate time to prepare for such releases, prior to disclosing any records or information within their respective control, IOLERO and the Sheriff's Office shall give each other reasonable notice in advance of disclosure, where lawful, including the intended date by which the disclosure will be made. IOLERO shall notify the Sheriff's Office at least five business days prior to the disclosure unless such advance notice conflicts or interferes with the timelines for disclosure established by law or court order. Upon receiving such notification from IOLERO, the Sheriff's Office will follow its existing policy regarding employee notification of release of records. Unless otherwise required by applicable law or court order, IOLERO will not disclose records or information prior to receiving confirmation from the Sheriff's Office that all applicable unit member notification and threat assessment procedures have been satisfied.
- c. The parties recognize that Sheriff and IOLERO must comply with all existing laws and court orders, including Government Code section 6253.3.

Dated:

July 22, 2022

IOLERO


IOLERO Director (INTERIM)

Dated:

7/20/22

Sonoma County Sheriff's Office


Sheriff-Coroner